

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

CONSECO LIFE INSURANCE  
COMPANY,

Plaintiff,

v.

JO ANN G. FUNKE, and LINDA B.  
FUNKE,

Defendants.

4:11CV3047

**MEMORANDUM  
AND ORDER**

This interpleader action is before me on Defendants’ joint motion for stipulated settlement.<sup>1</sup> (Filing [36](#).) In their stipulation, Defendants state that they each claim ownership of funds deposited with the court on April 1, 2011, and have agreed to “equally split” the remainder of those funds.<sup>2</sup> (Filing [36-1](#) at CM/ECF pp. 1-2.) I accept the Defendants’ stipulation. Accordingly,

IT IS ORDERED:

1. Defendants’ joint motion for stipulated settlement (filing [36](#)) is granted.
2. The Clerk of the court is directed to release one half of the remaining funds deposited with the court on April 1, 2011, together with one half of any accrued interest, to Jo Ann G. Funke.

---

<sup>1</sup>I previously dismissed Plaintiff Consec Life Insurance Company from this matter. (See Filings [20](#) and [25](#).)

<sup>2</sup>On January 17, 2012, I granted Consec Life Insurance Company’s motion for disbursement of attorney’s fees and costs against interpleader funds in the amount of \$896.50. (Filing [32](#).)

3. The Clerk of the court is directed to release one half of the remaining funds deposited with the court on April 1, 2011, together with one half of any accrued interest, to Linda B. Funke.

4. All claims that were brought or could have been brought are dismissed with prejudice, with each party to bear its own attorneys' fees and costs.

5. A separate judgment will be entered in accordance with this Memorandum and Order.

DATED this 8<sup>th</sup> day of June, 2012.

BY THE COURT:

*s/ Richard G. Kopf*

Senior United States District Judge

---

\*This opinion may contain hyperlinks to other documents or Web sites. The U.S. District Court for the District of Nebraska does not endorse, recommend, approve, or guarantee any third parties or the services or products they provide on their Web sites. Likewise, the court has no agreements with any of these third parties or their Web sites. The court accepts no responsibility for the availability or functionality of any hyperlink. Thus, the fact that a hyperlink ceases to work or directs the user to some other site does not affect the opinion of the court.